

Mirbeau®

WELLNESS MEMBERSHIP

Albany, NY

Today's Date: _____

Member Name: _____ DOB: _____

Address: _____

City, State & Zip: _____

*Phone Number: _____

*Email Address: _____

2nd Member Name: _____ DOB: _____

*Phone Number: _____

*Email Address: _____

*Emergency Contact (Name, Phone, Relation):

Referred by/ how did you hear about the membership:

Membership Length: Start _____ Expire _____

Membership and Payment Options (please check one):

- **Full Wellness Membership 12-month Contract**

Paid in Full: _____ Individual - \$1,675 _____ Couple - \$2,900

Monthly: _____ Individual - \$150 _____ Couples - \$250

- **Midweek Membership (Monday – Friday) 12-month Contract**

Paid in Full: _____ Individual - \$1,340 _____ Couple - \$2,325

Monthly: _____ Individual - \$120 _____ Couples - \$205

- **Month to Month Option**

Individual: _____ \$180 _____ Couple - \$310

Optional Notes:

Method of Payment (please check one):

- Cash: _____
- Check: _____ # _____
- CC: _____

Primary CC #: _____ Exp: ____ / ____

Card Type: Visa MasterCard Discover American express Debit

Primary CC #: _____ Exp: ____ / ____

Card Type: Visa MasterCard Discover American express Debit

Credit Card Authorization

I hereby request that all dues, fees, and charges for the above requested membership are billed according to the requested payment plan shown above, to my credit cards listed above, and I hereby authorize such billing.

I understand and agree that this membership will automatically renew each year for the 12-month contracts and each month for the Month-to-Month membership unless cancelled by me personally or by Mirbeau within 7 days prior to the first billing date of each renewed term.

I acknowledge that my membership account will be limited to a \$1,000 maximum balance, and that Mirbeau may charge my credit card or otherwise require payment of the entire statement balance immediately should my membership account balance exceed \$1,000.

I certify that the credit cards listed above are issued to me and agree that all disputes on my credit cards account relating to Mirbeau will be promptly brought to the attention. I understand that I am obligated to keep a valid approved credit card on file with Mirbeau at all times and that I am personally responsible for payment of any amounts that are not paid by the credit card company.

I hereby acknowledge that if any amounts on my membership account are not paid by the credit card listed above, I shall be personally responsible for payment of such amounts upon notice from Mirbeau. A payment shall be considered to be late if not paid within 10 days after the date of notice of the monthly statement, or membership payment due date, and all late payments shall be subject to the assessment of a Late Fee equal to \$25. Late Fees shall be applied monthly until the account is paid in full. I acknowledge that Mirbeau may take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of my membership or legal action, and I shall be liable for all costs and for any expenses of such legal action including attorney's fees or other collection costs.

Member(s) Signature

Please Print Name(s)

Date

Acknowledgment of Membership Rights

I acknowledge that membership in the Club permits my use of the Mirbeau facilities referred to in the Membership Plan in accordance with the Membership Plan. Membership is not an investment in any of the Mirbeau Inn and Spa companies, or the Spa Facilities, and does not give a member a vested or prescriptive right or easement to use the Spa Facilities. Membership does not provide a member with equity or ownership or any property interest in Mirbeau. A member only acquires a revocable license to use the Spa Facilities in accordance with the terms and conditions of the Membership Plan, as the same may be amended by Mirbeau from time to time, and in accordance with the terms of this Membership Application. All rights and privileges of members under the Membership Plan and this Membership Application, are subordinate to the lien of any mortgage encumbering the Spa Facilities from time to time. Mirbeau reserves the right, in its sole discretion, to terminate or modify the Membership Plan and Membership Application, to reserve memberships, to discontinue operation of any or all of the Spa Facilities, to sell, lease or otherwise dispose of the Spa Facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify or terminate any type or category or class of memberships, and to make any other changes in the terms and conditions of the membership or the Spa Facilities available for use by members. In the event of termination of the Membership Plan, termination of any category of membership or the discontinuance of operation of all or substantially all the Spa Facilities, the members affected will be entitled to a pro rata refund of membership dues paid by the member.

Assumption of Risk

I hereby acknowledge that the use of Mirbeau facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. I hereby accept all risk of injury to myself, and my guests sustained while using Mirbeau facilities or while involved in any event or activity incident to membership with Mirbeau. In accepting the risk of injury, I understand that I agree to indemnify and hold harmless Spa Mirbeau Crossgates LLC, Mirbeau Holdings, LLC and their affiliates and related entities, their successors and assigns, and their respective directors, officers, owners, partners, members, shareholders, employees, and agents, from any and all loss, cost, claims, injury, damages or liability sustained or incurred by me or my guests resulting from or arising out of any conduct or event connected with membership with Mirbeau or the use of any of the facilities.

Membership Plan Documents

I hereby acknowledge receipt of the *Spa Mirbeau Albany* Membership Plan, and I have read and understand them, and agree to be bound by the terms and conditions thereof as the same may be amended from time to time by Mirbeau. I further acknowledge that I am not relying on any oral representations in acquiring a membership with Mirbeau.

Dated: _____, _____

Member’s Signature

Printed Name

Dated: _____, _____

Second Member’s Signature

Printed Name